

OFFICE OF THE GENERAL COUNSEL
Division of Operations-Management

MEMORANDUM OM 96-13

February 13, 1996

TO : All Regional Directors, Officers-in-Charge, and
Resident Officers

FROM : B. Allan Benson, Acting Associate General Counsel

SUBJECT: Memorandum of Understanding between the General
Counsel and the National Labor Relations Board
Union (NLRBU) Regarding GS-13 Field Examiners
Drafting Complaints and Decisions and Directions
of Election

Attached is the Memorandum of Understanding (MOU) executed by the General Counsel and the NLRBU on the above subject. Under its terms, GS-13 field examiners may be assigned the drafting of complaints and decisions under certain specific conditions. The specified Regions in the MOU which previously made such assignments may continue to do so in accordance with their past practice. Please review paragraph 2 of the MOU and provide the required notice if your Region has been incorrectly included or excluded from coverage under the MOU.

The MOU does not require that these assignments be made to field examiners. Rather, it establishes the procedures that should be followed when such assignments are made to GS-13 field examiners in a Region that has not routinely made such assignments. Please ensure that the Region complies with its training and appraisal obligations under the MOU. Each office should distribute copies of the Pleadings Manual and other related training material to the field examiners who will be performing this work and, to the extent that this is not feasible, should maintain in a central location a sufficient number of copies of this material for their use.

The MOU is for a finite 6-month period and within 4 months the parties intend to review their experience under the MOU.

Please contact your Assistant General Counsel or Deputy (to the) Assistant General Counsel if you have any questions with respect to this memorandum or the attached MOU.

B. A. B.

Attachment

cc: NLRBU

MEMORANDUM OM 96-13

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GENERAL COUNSEL
AND THE NATIONAL LABOR RELATIONS BOARD UNION (NLRBU)
REGARDING GS-13 FIELD EXAMINERS DRAFTING COMPLAINTS
AND DECISIONS AND DIRECTIONS OF ELECTIONS**

This Memorandum of Understanding (MOU) sets forth the agreement between the parties concerning GS-13 field examiners drafting Complaints and Notices of Hearing in C cases (complaints) and Decisions and Directions of Election in R cases (decisions).

1. This MOU is for a finite period of time and shall be in effect for a period of 6 months from the date of its execution.
2. (a) This MOU is not intended to apply in those Regions where field examiners have heretofore routinely drafted complaints and/or decisions.

(b) The parties currently understand, with respect to drafting complaints, this MOU does not apply in the following Regions: 1, 2, 5, 7, 9, 22, 28, 29, 30, and 34.

(c) The parties currently understand, with respect to drafting decisions, this MOU does not apply in the following Regions: 5, 9, 19, 28, 29, and 30.

(d) The parties agree that after this MOU is distributed to Regional Directors and Local Unions, any Regional Director or Local Union may notify, in writing, the undersigned representative of the General Counsel or NLRBU that the Regional Office has been incorrectly included or excluded from coverage of this MOU. However, such notice must be filed no later than 2 weeks after this MOU has been received by the objecting Regional Director or Local Union. If no notice is received within this time frame, the MOU will apply in the Region to the extent set forth above. If a timely notice is filed, the parties to the MOU will jointly resolve the question of coverage and promptly notify the local parties of that resolution.
3. Upon the execution of this MOU, field examiners who are at the GS-13 full-performance level may be assigned to draft complaints, provided that Regional management will first provide training on drafting complaints to such employees and make available to them the NLRB Pleadings Manual and other related material containing instructions necessary for the performance of such work.

4. The Region will provide training on the drafting of decisions to all GS-13 field examiners consistent with the provisions of GC Memorandum 95-18. Field examiners who have received this training may volunteer to draft decisions. It is understood that field examiners who have received this training will be assigned to draft decisions during this period only if they volunteer for such assignments.
5. Any field examiner performing this work shall have his or her caseload adjusted so as to reflect the additional work being performed, to the extent consistent with operating needs.
6. It is understood that the appraisal of a GS-13 field examiner who drafts complaints and/or decisions during this period will, if appropriate, contain positive comments about the performance of this work and shall contain no negative comments about the performance of this work.
7. This MOU does not in any way waive the parties' statutory rights and preserves their respective positions with respect to the scope of required bargaining under Executive Order 12871, the negotiability of proposals which impact upon the assignment of work, and the appraisal of employee performance.
8. Within 4 months of the execution of this MOU, the parties will review the experience gained during this period; discuss any concerns they may have; and confer or negotiate, as appropriate, with respect to those matters and any other related issues.

By:

 Celeste J. Mattina
 Deputy Assistant General Counsel
 Division of Operations-Management

 Lew Harris, President
 NLRBU

 (Date Signed)

 (Date Signed)